

1 MANATT, PHELPS & PHILLIPS, LLP
 2 STEPHEN S. MAYNE (Bar No. CA 49631)
 3 E-mail: SMayne@manatt.com
 4 ANDREW A. BASSAK (Bar No. CA 162440)
 5 E-mail: ABassak@manatt.com
 6 ANN M. HEIMBERGER (Bar No. CA 197060)
 7 E-mail: AHeimberger@manatt.com
 7 TRAVIS RITCHIE (Bar No. CA 258084)
 8 E-mail: TRitchie@manatt.com
 One Embarcadero Center, 30th Floor
 San Francisco, CA 94111
 Telephone: (415) 291-7400
 Facsimile: (415) 291-7474

8 Attorneys for Plaintiff
 DEBORAH DI GRAZIA

10 UNITED STATES DISTRICT COURT
 11 NORTHERN DISTRICT
 12 SAN JOSE DIVISION

14 DEBORAH DI GRAZIA, a widow,

No. 5:08-CV-01562 JW

15 Plaintiff,

16 vs.

17 SAZERAC COMPANY, INC., a Louisiana
 18 corporation; BROWN-FORMAN, INC., a
 Kentucky corporation; and TEQUILA
 19 HERRADURA, S.A., a Mexican
 corporation.

20 Defendants.

**NOTICE OF VOLUNTARY
 DISMISSAL WITHOUT PREJUDICE
 OF DEFENDANT TEQUILA
 HERRADURA, S.A.**

22
 23 NOTICE is hereby given that pursuant to Federal Rule of Civil Procedure
 24 41(a)(1)(A)(i) Plaintiff Deborah di Grazia ("Plaintiff") voluntarily dismisses Defendant Tequila
 25 Herradura, S.A. ("Defendant Herradura") from the above-captioned action without prejudice.
 26 Defendant Herradura has provided affidavits to Plaintiff (attached hereto as Exhibits 1 and 2)
 27 indicating that it had sold to Defendant Brown-Forman, Inc. substantially all of its assets related
 28 to the production, sale, and distribution of the Herradura Brands prior to the events giving rise to



1 Plaintiff's claims. Plaintiff and Defendant Herradura have agreed to toll all applicable statutes of
2 limitations related to any claims Plaintiff may have against Defendant Herradura related to the
3 above-captioned action (Tolling Agreement attached hereto as Exhibit 3).

4

5 Dated: May 15, 2009

Manatt, Phelps & Phillips, LLP

6

7

By: /s/ Travis M. Ritchie

8

Stephen S. Mayne
Andrew A. Bassak
Travis M. Ritchie
Attorneys for Plaintiff
DEBORAH DI GRAZIA

9

10

11

Pursuant to General Order 45 X.B. the filer hereby attests that concurrence in the filing of this document has been obtained from each signatory, which shall serve in lieu of his or her signature on the document.

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28